MEMORANDUM OF UNDERSTANDING

Dover AFB and AFGE Local 1709

Alternative Work Schedule Program For Bargaining Unit Employees

A. GENERAL PROVISIONS:

- 1. <u>Purpose</u>: The purpose of this MOU is to prescribe the policies and procedures for the administration of Alternative Work Schedules (AWS) at Dover AFB.
- 2. <u>Scope</u>: This MOU applies to all appropriated fund bargaining unit employees represented by AFGE Local 1709. This MOU supersedes the following portions of the Labor-Management Contract (LMC) dated 15 June 1995: Article 26, Section 1B and 1C and Section 3.
- 3. <u>Introduction</u>: Alternative Work Schedule (AWS) programs have the potential to increase the ability of managers and supervisors to meet their program goals of accomplishing the mission while, at the same time, allowing employees to be more flexible in scheduling their personal activities. Alternative work schedules must not reduce productivity, diminish the level of service provided, or increase costs of operations at Dover AFB (other than an administrative cost to process the establishment of an AWS program). Congress states that the use of alternative work schedules has the potential to improve productivity in the Federal Government and provides greater service to the public. The parties believe this is true for Dover AFB and our customers. This MOU establishes a versatile and innovative work-scheduling program at Dover AFB.

4. Responsibilities:

- a. Participants in the AWS Program.
 - 1) Appropriated fund, bargaining unit employees may request, and be considered for, participation in the AWS program within the parameters of this MOU.
 - 2) Employees who desire to work an alternate work schedule must submit the required form to their immediate supervisor, and must receive their supervisor's approval before working under an AWS (see B).
 - 3) Employees are responsible for managing their schedules so that the actual time they work in each biweekly pay period equals the number of hours of their Basic Work Requirement (see definition for Basic Work Requirement). Employees must

submit AWS forms for the next quarterly interval not later than the beginning of the third month in the current quarter.

- 4) Employees who abuse AWS may be sanctioned such as, but not limited to, imposition of stricter time accounting methods, disqualification from continued participation in the AWS program, and/or appropriate disciplinary measures.
- 5) Employees whose most recent performance rating of record is not "Acceptable" may be ineligible to participate, or continue participating, in the AWS program or may be changed to a different AWS. If the employee receives a subsequent "Acceptable" performance rating and their work schedule was impacted during the period with the unacceptable rating, the supervisor may return the employee to the originally approved work schedule if circumstances permit. If the employee desires a new or different work schedule, the procedures outlined in paragraph B.4. apply.
- 6) Employees need to be flexible and should understand they may not always get the schedule they initially request (see B).
- b. Supervisors: Supervisors are responsible for monitoring the work hours of subordinates and for ensuring compliance with AWS program policy (see paragraph 3, Introduction). Not later than one pay period prior to the beginning of the next quarterly interval, supervisors will respond to employees who submitted AWS forms for the next quarterly interval.

5. Definitions:

- a. Alternative (also known as Alternate) Work Schedules (AWS). AWS refers to both compressed and flexible work schedules as defined in this MOU.
 - 1) Compressed Work Schedule (CWS):
 - a) For full-time employees, an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays.
 - b) For part-time employees, a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays.
 - 2) Flexible Work Schedule (FWS):
 - a) For full-time employees, an 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the employer in concert with the provisions of the MOU
 - b) For part-time employees, a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by the employer in concert with the provisions of the MOU.
 - 3) Hybrid Work Schedule: A schedule that borrows selectively from the authority for flexible work schedules and the authority for compressed work schedules in an effort to create a schedule that provides unauthorized benefits for employees or agencies. (There is no authority to establish hybrid work schedules.)
- b. Basic Work Requirement (BWR): The BWR is the total number of hours, excluding overtime hours, in each biweekly pay period (80 hours) that a full-time employee is required to account for by means of hours worked, leave, credit hours taken, excused absence, holiday hours, compensatory time off, or time off as an award. Part-time employees must account for the number of hours in each biweekly pay period required by their approved work schedule.

c. Tour of duty:

- 1) Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement. Compressed work schedules are fixed schedules established by the employer. Although the employer may change or stagger the arrival and departure times of employees, there are no provisions for employee flexibility in reporting or quitting times under a compressed work schedule. The employer will make changes to tours of duty (either days of work or hours of work) in accordance with Article 26, Section 2B, of the current contract.
- 2) Under a flexible work schedule, tour of duty means the limits set by the employer in concert with the provisions of the MOU within which an employee must complete his or her basic work requirement. The tour of duty comprises all hours for which flexible and core hours have been designated.
- 3) Maximum Number of Hours Worked Per Shift. No more than 10 hours may be worked in one shift, excluding lunch and overtime, in order to avoid the possibility of fatigue and reduced productivity. Exceptions must be supported by special circumstances, and must be approved in advance by the employee's supervisor.

d. Work Time:

- 1) Core Hours: The time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the Employer to be present for work unless the employee is on an approved absence or a scheduled day off. Core hours are necessary for a work center to have flexible work schedules. Core hours will be negotiated at the Group level for the work centers in each Group, if requested by the union, unless the Employer declares adverse impact for a flexible work schedule. The parties will meet within 20 days following the Employer's receipt of the Union request to negotiate. At that meeting, the parties will establish a negotiations schedule.
- 2) Flexible Time Bands: Flexible hours (also referred to as flexible time bands) means the times during the workday, workweek, or pay period within the tour of duty during which an employee, covered by a flexible work schedule, may choose to vary his or her times of arrival to and departure from the work center subject to limitations generally prescribed to ensure that the duties and requirements of the employee's position are fulfilled. Flexible time bands will be negotiated at the Group level for the work centers in each Group, if requested by the union, unless the Employer declares adverse impact for a flexible work schedule. If the union requests to negotiate, the parties will meet within 20 days following the Employer's receipt of the Union request to negotiate. At that meeting, the parties will establish a negotiations schedule.
- 3) Lunch Period: Will be scheduled in accordance with current contract, Article 26, Section 5D.
- e. Credit hours: Those hours within designated flexible work schedules that an employee elects to work in excess of his or her basic work requirement so as to vary the

length of a workweek or workday (depends on work schedules). There is no legal authority for credit hours under a compressed work schedule. The law provides for credit hours only for designated flexible work schedules. Credit hours may be earned only in the performance of assigned and necessary work.

- f. Quarterly Interval: Calendar quarters, starting at the beginning of the first pay period. i.e. if the pay period starts 11 April, that would be the beginning of April June quarter.
- g. Temporary Duty: The assignment of work, for a specific period of time, to the same job at a different site, a different job at the same or a different site, or training at the same or a different site (site may be on or off base); this includes details and temporary promotions from one bargaining unit position to another. Employees on a temporary duty assignment will adhere to the tour of duty of the work center to which they are temporarily assigned. The employer may require an employee to follow a standard fixed schedule (8 hours a day and 40 hours a week) during pay periods he or she is on a temporary duty assignment. The Employer will consider alternatives for employees who are adversely affected by such temporary assignment (e.g., by altering their day(s) off if on alternative work schedule).
- h. Determining "in Lieu of" Holidays when Holidays Fall on Non-workdays
 - 1) Non-workdays Other than Sunday. If a holiday falls on a non-workday of the employee, the employee's preceding workday will be the designated "in lieu of" holiday.
 - 2) Sunday Non-workday. If the holiday falls on the Sunday non-workday, the first regularly scheduled workday following the Sunday-holiday is the employee's in lieu of holiday.
 - 3) Under its authority to determine the administrative workweek, the employer may change an employee's schedule (and scheduled days off) for operational reasons. Schedule changes must be documented and communicated to employees in advance of the start of an administrative workweek.
- i. Work Center: A group of personnel that use similar machines, processes, methods, and operations to do homogeneous work usually located in a centralized area. The term is used to identify a relatively small activity within a broad functional segment. Personnel within a work center do work that basically contributes to the same end product or result (duties are similar or closely related).

B. REQUEST AND RESPONSE PROCESS:

1. Request. Employees who desire to work an alternative work schedule must submit the Dover AFB Alternative Work Schedule Form (see Attachment 3 of this MOU) to their immediate supervisor. Employees must receive their supervisor's approval before working under an AWS.

- 2. Response. Before responding, a supervisor must determine which of the alternative work schedules described in this agreement is being requested by the employee and must verify the request form indicates the same schedule. This determination/verification is done because rules on holidays, overtime and premium pay, and timekeeping requirements differ for each type of work schedule. The supervisor and the employee are encouraged to discuss informally the impact of a proposed work schedule on work requirements. Not later than one pay period prior to the beginning of the next quarterly interval, the supervisor will approve, approve with modification, or disapprove the request. In making this decision, the supervisor must consider the policy in A.3. Introduction. If the impact on employee work requirements has been resolved, conflicts in proposed work schedules among bargaining unit employees will be resolved based on seniority. The supervisor is responsible for ongoing review of the employee's use of AWS to ensure that the duties and requirements of the employee's position are fulfilled. The supervisor may alter an employee's work schedule for the duration of a performance improvement period, as necessary, until the supervisor determines that the employee's performance has met the Acceptable level.
 - a. Approved AWS schedules will begin the first full pay period after the beginning of the quarterly interval.
 - b. Disapproval of an eligible employee's request, or involuntary termination of an AWS, shall be based on the following criteria:
 - 1) Disruption in carrying out a work center's functions related to alternative work schedules (e.g., insufficient employee coverage to accomplish the mission efficiently [such as multi-shift operations, specific customer service hours], extended turnover time, diminished productivity, diminished customer service) or an increase in costs related to alternative work schedules; or
 - 2) Abuse of the AWS privilege. Example: It is an abuse of the AWS privilege for an employee on a flexible work schedule to falsify their arrival and/or departure time; or
 - 3) Temporary, normally unforeseen surges in workload related to safety, security, emergencies (warlike conditions), weather, and/or natural disaster; or
 - 4) The most recent performance rating of record is not "Acceptable."
- 3. <u>Dissatisfaction with Response</u>. Any employee who is dissatisfied with the response received for their request for an AWS will present their concerns to their supervisor. In an attempt to resolve the employee's dissatisfaction, the employee and their supervisor will informally discuss the employee's concerns as well as any concerns the supervisor has. If the employee is still dissatisfied, the employee may request ADR in accordance with the negotiated agreement or may grieve through the negotiated grievance/arbitration procedure. Use of the ADR process will toll time limits for the filing of a grievance.
- 4. <u>Changes to Approved Work Schedules</u>. An employee may submit for approval/disapproval a different negotiated AWS at any time. This submission may include start, stop, or changes within a negotiated AWS. However, approved changes to work schedules will normally be effective at the beginning of the next quarterly interval to keep the AWS program manageable (see established timeframes in paragraph A4a and

A4b above). This does not preclude supervisors from making the change at the beginning of the next pay period if circumstances permit. A supervisor may approve temporary schedule variances in special situations. When a supervisor determines that it is necessary to involuntarily change or to involuntarily terminate an employee's AWS the supervisor shall provide the employee reasonable advance notice of the proposed action, and the reasons for it. If an employee is dissatisfied, paragraph 3 applies. The parties agree that the language in this MOU fully covers procedures for changing approved work schedules; however, if a circumstance arises that changes employees conditions of employment that is not specified herein, Article 3 of the LMC will apply.

- C. DOCUMENTATION / RECORD MAINTENANCE: The advantages of AWS require additional timekeeping and supervisory approval controls to ensure sufficient work center coverage. Supervisors shall maintain files on written approvals and subsequent approved changes of the employee's AWS. The supervisor shall maintain in a record any documentation that the supervisor believes is necessary to support the employee's time and attendance under an AWS and to provide an adequate "audit trail" for any review of the AWS program that is appropriate.
- D. TIME AND ATTENDANCE: The following provides guidance for the administration of the AWS program:
- 1. General Administration.
 - a. Time Accounting.
 - 1) Supervisors. Supervisors must establish and maintain a time accounting system for all employees on a work schedule which has been approved under the provisions of this MOU.
 - 2) Participants in the AWS Program. Employees on alternative work schedules must account for all scheduled work hours by working or by approved leave/absence.
 - b. Scheduling Arrival and Departure Times. Arrival and departure times for employees on approved alternative work schedules will be in 15-minute intervals from the hour.
 - c. Work Schedules for Employees in Travel Status. Employees on alternative work schedules must account for all scheduled work hours while in a travel status. The regular rules governing travel apply.
 - d. Work Schedules for Employees on Temporary Duty and Training. If an employee's work schedule changes as a result of a temporary duty assignment, the time accounting system must be annotated accordingly.
 - e. "Round Down Daily" Rule. This rule is used for computing daily or partial hours. The rules requires that the entire time period be worked—no rounding up is allowed. Thus, in order to earn a partial credit hour, an employee must work a full 15-minute increment. Employees cannot carry-over any minutes worked which do not constitute a full 15-minute increment.
- 2. Earning/Using Credit Hours.

- a. Earning Credit Hours.
 - 1) Earned at the Employee's Election. Employees may earn credit hours in increments of no less than ¼ hour (15 minutes). Employees may earn a maximum of one credit hour per workday and a maximum of 10 credit hours in a biweekly pay period.

For 512 OG Flight Engineers and Loadmasters only:

- a) When flying, employees may earn a maximum of 16 hours per day and a maximum of 24 credit hours in a biweekly pay period.
- b) When not flying, employees may earn a maximum of 2 hours per duty day (or work no more than 10 hours per day) and a maximum of 10 credit hours in a biweekly pay period.
- c) Once 24 credit hours has been earned in a biweekly pay period, no additional credit hours may be earned that pay period.
- 2) Supervisory Approval for Earning. Unless in a travel status, employees must notify their supervisor of the intent to earn credit hours. At the supervisor's discretion, supervisory approval may be required before an employee can earn credit hours. If supervisory approval is required, the approval will be based on workload requirements. An exception to the notification/approval requirement could be based on the following: Example (illustrative only): If an employee is performing a task it is expected that the employee will finish the task rather than interrupting that process in an attempt to notify the supervisor and secure approval for credit hours.
- b. Maximum Carry-Over. Subject to D.2.d., Compensation, below, full-time employees may carry from pay period to pay period up to 24 credit hours. A part-time employee may carry forward to the next biweekly pay period an amount of credit hours equal to \(^{1}\)4 of the hours in the employee's biweekly BWR.
- c. Using Credit Hours. Employees may use earned credit hours in lieu of annual, military, or sick leave. Credit hours may NOT be used to qualify an employee for premium pay. Use of credit hours to cover periods of absence will be administered in the same manner as use of annual, military, and sick leave. Supervisory approval is required before credit hours may be used.
- d. Compensation. Payment for a balance of unused credit hours occurs when an employee working under a flexible work schedule either leaves the employer, or changes to a fixed work schedule. In those circumstances, the employee is entitled to compensation for unused credit hours. Payment for credit hours is made at the rate for which they were earned. To the maximum extent possible, the supervisor and the employee should plan work schedules so that the employee has no remaining balance of credit hours at the time the employee either leaves the employer, or changes to a fixed work schedule.
- e. Annual Leave "Use or Lose." A credit hour balance is not a valid justification for carrying over "use or lose" annual leave. Therefore, employees should schedule annual leave usage before credit hour usage when they are in a "use or lose" situation.

3. <u>Leave/Excused Absences</u>. The maximum amount of time charged to the employee is equal to the number of hours the employee is scheduled to work. When the employer excuses employees from duty for a whole or part day because of leave, weather conditions, emergencies, or other reasons (annual leave, sick leave, military leave, court leave, administrative leave, excused absence, etc.), the amount of time charged will be based on the employee's normal work schedule; for example, as a point of reference, Dover AFB's normal duty hours of 0730 to 1630.

E. TRAINING:

- 1. <u>Responsibility</u>. The Employer is responsible for having training information available on the AWS program for current and new managers, supervisors (of civilian employees) and civilian employees. A copy of this MOU and any forms it prescribes will be made available.
- 2. <u>Managers, Supervisors (of Civilian Employees) and Civilian Employees</u>. Training will be available for current managers and supervisors of employees on AWSs, and for employees on AWSs. Employees interested in participating in the AWS program, and their supervisors, should review the training information.
- F. EVALUATION: The AWS program will be periodically evaluated to ensure that it is in conformance with A.3. Introduction, above, and with F.3. Evaluation Criteria, below. The first overall evaluation of the program will occur on or about the 1-year anniversary date of this MOU.

1. Responsibilities.

- a. The Employer. The Employer is responsible for collecting the necessary data (for example, by periodic questionnaires to managers and supervisors who administer the AWS program and to employees who are participating in the AWS program) to enable the program to be evaluated. The Employer will provide a draft copy of the questionnaire to the Union. The Union will have the opportunity to provide input on the questionnaire. Any input will be considered by the employer prior to finalizing the questionnaire.
- b. The Parties. The Employer and the Union (the Parties) will evaluate and discuss the AWS data and determine whether or not to make adjustments within the program.
- 2. <u>Frequency of Evaluation</u>. AWS data will be collected after 12 months of initial implementation of this AWS program, and at six-month (or longer) intervals thereafter.
- 3. Evaluation Criteria. This AWS program will be evaluated using the following criteria: a. Mission requirements. The following factors will be considered: (1) neutral or positive impact on productivity in terms of Dover AFB, component (i.e., Group/Squadron/Flight/Section, etc.), work center, and individual; (2) promote enhanced service to customers external to Dover AFB with a concomitant positive public perception, by extended work center coverage; (3) neutral or positive impact on coverage, availability, and timeliness regarding service to customers internal to Dover AFB; and (4) neutral or positive impact on the quality of service to all customers internal or external.

- b. Management flexibility. The following factor will be considered: neutral or positive impact on the ability of supervisors and managers to respond to the need for change in routine operations, and to extraordinary situations.
- c. Work environment. The following factors will be considered: (1) neutral or positive impact on Dover AFB-wide atmosphere of a shared sense of accountability, responsibility, and open communication for accomplishing the mission while considering the individual needs among managers, supervisors, and employees; and (2) positive impact on Dover AFB morale.
- d. Management of the AWS program. The following factors will be considered: (a) neutral or positive impact on AWS program participants' compliance with employer-scheduled work requirements (including starting and quitting times, and use of lunch periods, and break periods, etc.), and on the incidence of discipline for abuse of such requirements; (b) simple yet effective time accounting systems; and (c) balance ease of management of the AWS program with providing potential/possible work schedule options.
- b. Work Schedule Termination. A specific work schedule option will be terminated for the Employer, a component, or a work center only if there is evidence showing that the work schedule option in question is causing an "adverse impact" as defined in 5 U.S.C. § 6131(b). "Adverse impact" means: 1) a reduction in the productivity of the Employer, a component, or a work center; 2) a diminished level of services furnished to the public by the Employer, a component, or a work center; or 3) an increase in cost of the operations of the Employer, a component, or a work center (other than a reasonable administrative cost relating to the process of establishing and administering the work schedule in question). If no agreement is reached, the parties may seek the assistance of the Federal Service Impasses Panel.

FOR THE UNION:	FOR THE EMPLOYER:
PETER J. BUONO	MICHAEL V. CZARNIAK, LT COL, USAF
Print Name	Print Name
Sal Buo	Michael V. Cannot
Signature /	Signature
10 JAN 05	10 JAN 05
Date	Date

Attachments:

- 1. Compressed Work Schedules
- 2. Flexible Work Schedule(s)
- 3. Dover AFB Alternate Work Schedule Form

ATTACHMENT 1 Compressed Work Schedules

- A. Compressed Work Schedules (CWS)
- 1. Four Ten Hour Work Week (4-10s):
 - a. Basic Work Requirement: A full-time employee must work 10 hours a day, 40 hours a week, and 80 hours a biweekly pay period. The employer determines the number of hours a part-time employee must work in a 4-day work week and the number of hours in a biweekly pay period.
 - b. Tour of Duty: The "tour of duty" is established by the employer and is limited to four 10-hour days per work week. The tour of duty for employees under a compressed work schedule is defined by a fixed schedule established by the employer.
- 2. Five-Four/Nine Work Schedule (5-4/9s):
 - a. Basic Work Requirement: A full-time employee works eight 9-hour days and one 8-hour day (five days one week and four days the other week) for a total of 80 hours in a biweekly pay period. The employer determines the number of hours a part-time employee must work in a 9-day biweekly pay period.
 - b. Tour of Duty: The "tour of duty" is established by the employer and is limited to eight 9-hour days and one 8-hour day in a biweekly pay period. The tour of duty for employees under a compressed work schedule is defined by a fixed schedule established by the employer.
- B. The following information applies to any CWS:
- 1. Overtime Work: Overtime work is work ordered or approved in advance by the employer and is in excess of those specified hours which constitute the compressed work schedule. For a part-time employee, overtime hours are hours in excess of the compressed work schedule for a day (but must be more than 8 hours) or for a week (but must be more than 40 hours).
- 2. Compensatory Time Off, Night Pay (General Schedule Employees), Night Differential Pay (Wage Grade and Wage Leader) and Pay for Sunday Work: The rules governing these items are no different for employees working a CWS than for employees working standard work schedules.
- 3. Pay for Holiday Work: Holiday premium pay for non-overtime work is limited to the number of hours normally scheduled for that day.
- 4. Holiday Pay (When No Work is Performed): A full-time employee relieved or prevented from working on a holiday (or an "in lieu of" holiday) is entitled to pay for the number of hours of the compressed work schedule for the employee on that day.
- 5. Paid Time Off: Paid time off during an employee's basic work requirement must be charged to approved sick or annual leave unless the employee used other approved paid leave or accumulated compensatory time off or unless excused absence is approved.

- 6. Excused Absence: The regular rules governing excused absences apply.
- 7. Travel: The regular rules governing hours of work and overtime pertaining to travel apply. Employees in travel or training status or on detail will adhere to the tour of duty of the work center to which they are temporarily assigned. The employer may require an employee to follow a standard fixed schedule (8 hours a day and 40 hours a week) during pay periods he or she travels. The Employer will consider alternatives for employees who are adversely affected by such temporary assignment (e.g., by altering their day(s) off if on alternative work schedule).

ATTACHMENT 2 Flexible Work Schedules

- A. Flexible Work Schedules (FWSs)
- 1. Flexitour:
 - a. Basic Work Requirement: A full-time employee must work 8 hours a day, 40 hours a week, and 80 hours a biweekly pay period.
 - b. Tour of Duty: For those groups that decide to use the flexitour work schedule, the Group Commander will establish the core hours and the flexible time bands before and after those core hours. The core hours include a standard lunch period.
 - c. Flexibility: Employees select arrival and departure times, subject to the employer's approval, during designated flexible time bands. This results in a fixed schedule until the next quarterly interval. At the request of an employee, the employer may approve an adjusted arrival and departure time.

2. Gliding Schedule (available for 512 OG Flight Engineers and Loadmasters only):

- a. Basic Work Requirement: A full-time employee must work 8 hours a day, 40 hours a week, and 80 hours a biweekly pay period. The basic work requirement of a flexible work schedule is the number of hours, excluding overtime hours, an employee must work or otherwise account for by leave, credit hours, holiday hours, excused absence, compensatory time off, or time off as an award.
- b. Tour of Duty: For those groups that decide to use the gliding work schedule, the Group Commander will establish the core hours and the flexible time bands before and after those core hours. The core hours include a standard lunch period.
- c. Flexibility: Employees select arrival and departure times during designated flexible time bands.
- B. The following information applies to any FWS:
 - 1. Core Hours: An employee must account for missed core hours (if permitted) with leave or previously earned and documented compensatory time off or credit hours
 - 2. Overtime Work: Overtime work is work in excess of 8 hours in a day or 40 hours in a workweek, ordered in advance by management.
 - 3. Compensatory Time Off: The employer may, at the request of an employee, approve compensatory time off in lieu of overtime pay for overtime work, whether or not the overtime work is irregular or occasional.
 - 4. Night Pay: For GS employees,

- a) if an employee's tour of duty includes 8 or more hours available for work during daytime hours (i.e., between 6 am and 6 pm), he or she is not entitled to night pay even though he or she voluntarily elects to work during hours for which night pay is normally required, i.e., between 6 pm and 6 am)
- b) Agencies must pay night pay for those hours that must be worked between 6 pm and 6 am to complete an 8-hour daily tour of duty.
- c) An employee is entitled to night pay for any nonovertime work performed
- 5. Night Differential (Wage Grade and Wage Leader)
 Night differential will not be paid solely because a wage grade or wage leader
 employee elects a time of arrival or departure at a time of day when night differential is
 otherwise authorized, except that wage grade and wage leader employees are entitled to
 night differential for regularly scheduled nonovertime work when a majority of the
 hours of the flexitour work schedule for a daily tour of duty occur during the night.
- 6. Pay for Holiday Work: Holiday premium pay for nonovertime work is limited to a maximum of 8 hours in a day for full-time or part-time employees. A part-time employee scheduled to work on a day designated as an "in lieu of" holiday for full-time employees is not entitled to holiday premium pay for work performed on that day.
- 7. Holidays (When No Work is Performed): A full-time employee prevented or relieved from working on a holiday (or an "in lieu of" holiday) is entitled to pay for 8 hours for that day. A part-time employee prevented or relieved from working on a holiday is entitled to pay for the number of hours he or she would have worked but for the holiday, not to exceed 8 hours. When a holiday falls on a nonworkday of a part-time employee, there is no entitlement to pay for an "in lieu of" holiday. (See 5 U.S.C. 6124.)
- 8. Pay for Sunday Work: A full-time employee who performs regularly scheduled nonovertime work during a period of duty, part of which is performed on Sunday, is entitled to Sunday premium pay for the entire period of work up to 8 hours. (See 5 CFR 550.171.)
- 9. Excused Absence: For employees on a flexible work schedule, the amount of excused absence to be granted should be based on the employee's established basic work requirement in effect for the period covered by the excused absence.
- 10. Paid Time Off: Paid time off during an employee's basic work requirement must be approved and charged to the appropriate leave category, credit hours, compensatory time off, or to excused absence if warranted.
- 11. Travel: The regular rules governing hours of work and overtime pertaining to travel apply. The employer may require an employee to follow a standard fixed schedule (8 hours a day and 40 hours a week) during pay periods he or she travels.

ATTACHMENT 3 Dover AFB Alternative Work Schedule Form

This Alternate Work Schedule (AWS) form is to be used in conjunction with the Memorandum of Understanding between Dover AFB and AFGE Local 1709 entitled Alternative Work Schedule Program for Bargaining Unit Employees. The supervisor and the employee are encouraged to discuss informally the impact of the proposed work schedule on work requirements.

proposed work schedule on work requiremen	ıts.		
Part I. (to be completed by employee)	Date of Request:		
Employee's Name:	Supervisor's Name:		
Type Schedule Requested (check appropriate bo			
Compressed Work Schedule:	Choices: 4-10s □ 5-4/9s □		
Additional Day(s) Off Requested (circle appropay period)			
S M T W T F S	S M T W T F S		
Flexible Work Schedule (Flexitour)			
Indicate requested time from flexible time band before core hours: Indicate requested time from flexible time band after core hours:			
Employee comments:			
Employee's Signature:			
Part II. (to be completed by supervisor)	Date of Response:		
Approved: ☐ Approved with Modificati	ion: (describe below) Disapproved:		
(Just as AWS is not mandatory for everyone, AWS may not be available for everyone, or choices may be limited; check with your supervisor) Modification:			
Supervisor comments:			
Supervisor's Signature:			